

**VOLUNTARY CLEANUP CONTRACT
09-5649-NRP**

**IN THE MATTER OF
SPRINGSTEEN PLANT, CHESTER COUNTY
and
CITY OF CHESTER**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and the City of Chester, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710, et seq. (2002 and Supp. 2007), as amended on June 11, 2008; the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C §§ 9601, et seq.; and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200 (2002), with respect to the Property located at 236 Gadsden Street, Chester, South Carolina. The Property is identified by Tax Map Serial Number 201-04-15-014. The Property includes approximately 10 acres and is bounded generally by Spring Street and residential property to the west, churches and commercial property to the north, Walnut Street and commercial/industrial property to the east, and Gadsden Street and a mix of residential and commercial property to the south. In entering this Contract, the Department relies on the representations of the "Information and Certification" of October 9, 2008 submitted by the City of Chester, which is incorporated into this Contract and attached as Appendix A.

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, including any amendments, or in the regulations promulgated thereunder.

A. "CHESTER " shall mean the City of Chester.

B. "City of Chester Beneficiaries" shall mean the City of Chester, its Non-Responsible Party lenders, parents, subsidiaries, assigns and successors,

including new purchasers, lessees, heirs, and beneficiaries but only to the extent that such parties have never been a Responsible Party at the Property.

- C. "Bona Fide Prospective Purchaser" shall have the same meaning as that in CERCLA, Section 101(40).
- D. "Contamination" means presence of a Pollutant or Contaminant; Petroleum or Petroleum Product; or Hazardous Substance.
- E. "Contract" shall mean this Voluntary Cleanup Contract.
- F. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- G. "Existing Contamination" shall mean any Contamination, including Pollutants or Contaminants, Petroleum or Petroleum Products, or Hazardous Substances, present or existing on or under the Site as of the execution date of this Contract.
- H. "Non-Responsible Party" (or "NRP") shall mean any party which is neither:
 - a. A responsible party at the time the voluntary cleanup contract is signed, including lenders, economic development agencies, fiduciaries, trustees, executors, administrators, custodians, subsequent holders of a security interest; nor
 - b. A parent, subsidiary of, or successor to a responsible party.
- I. "Oversight Costs" shall mean those costs, both direct and indirect, incurred by

the Department in implementing the Voluntary Cleanup Program as related to this Contract and any future amendments thereto.

- J. "Property" shall mean property as described in the Information and Certification attached as Appendix A, and that is subject to ownership, prospective ownership, or possessory or contractual interest of the City of Chester.
- K. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- L. "Responsible Party" shall mean:
 - a. The owner and operator of a vessel or a facility, as these terms are defined in CERCLA;
 - b. Any person who, at the time of disposal of any hazardous substance, owned or operated any facility at which such hazardous substances were disposed of, as these terms are defined in CERCLA;
 - c. Any person who, by contract, settlement, or otherwise, arranged for disposal or treatment or arranged with a transporter for transport for disposal or treatment of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessel owned or operated by such a party or entity and containing such hazardous substances, as these terms are defined in CERCLA;
 - d. Any person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities, incineration vessels or sites selected by such person from which there is a release or other discharge, or a threatened release that causes the incurrence of response costs, of a hazardous substance, as such terms are defined in CERCLA; and

- e. Any person who owns or operates or who owned or operated an above ground or underground storage tank from which petroleum or petroleum products have been released or who owns and operates or who owned or operated a property on which a petroleum release has occurred; however, the exemptions of Section 44-2-80(B) and (C) apply.

- M. "The Site" shall mean all areas where a Pollutant or Contaminant, Petroleum or Petroleum Product, or Hazardous Substance has been released, deposited, stored, disposed of, placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA Section 101 (28).

- N. "Voluntary Cleanup" shall mean a response action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710, et seq. (2002 and Supp. 2007), as amended on June 11, 2008.

- O. "Work Plan" shall mean the plan for additional response actions to be conducted at the Property as described in Paragraph 4 of this Contract.

- 2. Based on the information known by and/or provided to the Department, the following findings are asserted for purposes of this Contract:
 - A. Owners and operators on the Property are as follows:

Springs Mills	circa 1899
Chester County Forfeit Land Commission	1998
James Paul Gile	1997
Chester County Partners, Inc.	2001-2004
Chester Mills, Inc.	2005
Billy J. Harris, DBA Harris Demolition	2007-present

- B. A textile mill was first constructed on the Property in the late 1890's and included spinning, weaving, and dying operations. After the mill closed in the 1980's, several different small businesses operated on the Property including a framing business that was a small quantity RCRA generator. Other business operations utilized the buildings for storage. The most recent owner of the Property ran a salvage operation which resulted in demolition of substantial portions of the structures to remove hardwood floors, copper wire, wood beams and steel, leaving waste materials including building debris, wood and roofing. As a result of past burial of asbestos materials on the Property, the Department conducted a criminal investigation and removal action to remove and properly dispose of the asbestos in 2007. Currently, buildings on most of the Property have been partially demolished. Substantial portions of the Property are covered with building debris.
- C. A Phase I Assessment dated April 2008, performed by Katawba Environmental, identified several recognized environmental conditions on the Property. Based on this report, the City of Chester and the Catawba Council of Governments requested funding from EPA to conduct environmental assessment of soil and groundwater quality on the Property. Upon EPA and Department approval of a Quality Assurance Project Plan for assessment activities on the Property in September 2008, EPA initiated environmental assessment activities. A draft report of assessment results was submitted to EPA and the Department in November 2008. Pending resolution of comments from EPA and the Department on the draft report, a final report is expected in February 2009.
- D. The City of Chester plans to redevelop the Property for recreational, commercial and/or multifamily residential use.

3. CHESTER is a South Carolina municipality with its principal place of business located at 100 West End Street, Chester, South Carolina 20706. CHESTER is a Non-Responsible Party at the Site; it is not a parent, successor, or subsidiary of a Responsible Party at the Site; and it certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property. CHESTER has had no previous involvement with the Site, including but not limited to any such activities that may have resulted in any Existing Contamination at the Site.
4. CHESTER agrees to submit to the Department for review and written approval within ninety (90) days of the execution date of this Contract a Work Plan for removal of asbestos containing building debris and other potential sources of contamination as described in Paragraph 4.A. below. CHESTER shall submit a second Work Plan to address the remaining tasks described in Paragraphs 4.B through 4.E within ninety (90) days of completion of debris removal. The Work Plans shall be consistent with the technical intent of the National Contingency Plan. The Work Plans shall be implemented upon written approval from the Department. The Work Plans shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and CHESTER's contact person for matters relating to this Contract. CHESTER will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plans and will notify CHESTER in writing of any deficiencies in the Work Plans, and CHESTER shall respond in writing within thirty (30) days to the Department's comments. The Work Plans and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. CHESTER shall characterize, manage and remove all building debris or other

material that contains or has been impacted by asbestos, all building debris or other material that has been contaminated by hazardous substances, petroleum products, or painted with lead-based paint, all drums, tanks, containers and other potential sources of contamination from the Property for proper disposal.

- a. All activities undertaken at the Property shall be consistent with all laws and permitting requirements of the Department, including, but not limited to, asbestos management, stormwater management, and waste disposal regulations. CHESTER shall identify and obtain the applicable permits before initiating any actions.
- b. Based on currently available information, removal shall include all material described above, and shall specifically include the following items and material:
 - i. CHESTER shall remove and properly dispose of the former machine shop sump and sump contents (Phase II sample location SP-13). Upon removal of the sump and its contents, CHESTER shall collect a minimum of two soil samples from the bottom of the sump excavation as specified in Paragraph 4.B.a.i. of this Contract. Soil samples shall be analyzed for EPA Target Compound List (TCL) volatile organic compounds and semi-volatile organic compounds.
 - ii. CHESTER shall remove and properly dispose of the contents of the drain (Phase II sample location SP-4)
 - iii. CHESTER shall manage and dispose of all building debris on the Property in accordance with all Department laws and regulations for asbestos management, abatement and disposal.
 - iv. Prior to demolition of the remaining building on the Property, CHESTER shall comply with all applicable regulations and obtain all necessary permits for asbestos abatement through the Department's Bureau of Air Quality.

- v. All drums, tanks, or other containers and their contents, and any other items that are potential sources of contamination that may be found on the Property at any time during assessment, debris removal, or development activities shall be characterized and removed from the Property for proper disposal in accordance with applicable regulations.
- vi. Surface soil across the Property appears to contain arsenic and polynuclear aromatic hydrocarbons (PAHs) above levels acceptable for unrestricted use. Based on site history and observations of asbestos containing material in debris piles, asbestos is also likely present in surface soil. Thus, it is likely that future Property use will require either soil removal or placement of appropriate engineering controls across all affected portions of the Property. CHESTER may elect to remove and properly dispose of the uppermost foot of surface soil during the debris removal to lessen future soil removal requirements.
- vii. Should CHESTER propose to leave any building debris on the Property, CHESTER must demonstrate that the material meets all requirements for structural fill and comply with applicable Solid Waste Landfill and Structural Fill Regulations.
- c. Records documenting characterization and disposal of all material removed from the Property shall be provided to the Department within sixty (60) days of characterization and disposal.
- d. Should any release of contamination occur or be identified during removal of the materials addressed above, CHESTER shall immediately notify the Department and shall assess the impact of the release in accordance with a Department approved plan.

B. CHESTER shall assess the nature and extent of soil contamination on the Property:

- a. Based on the results of Phase II environmental assessment activities

conducted by the Environmental Protection Agency in September 2008, additional soil sampling is necessary to characterize the lateral and vertical extent of soil contamination identified in the Report. Areas of the Property requiring further assessment to identify the extent of contamination include, but may not necessarily be limited to, the following areas:

- i. Machine shop sump area: Immediately upon removal of the sump and its contents as required in Paragraph 4.A.b.i of this Contract, CHESTER shall collect a minimum of two soil samples from the bottom of the sump excavation. Soil samples shall be analyzed for EPA Target Compound List (TCL) volatile organic compounds and semi-volatile organic compounds
 - ii. Phase II Assessment locations SP-3 and SP-6: After removal of building debris is completed, surface and subsurface soil samples shall be collected at a minimum of three locations in the vicinity of each of these two previous sample locations. The soil samples shall be analyzed for asbestos and EPA TCL PAHs.
- b. CHESTER may collect additional soil samples to characterize site-specific background arsenic concentrations through collection of surface soil samples from three different presumed background locations either on the Property or in the immediate vicinity of the Property. Soil samples shall be analyzed for arsenic. The background soil arsenic concentrations from the additional locations, as well as results from soil samples SP-1-0-1 and SP-1-3-4 as reported in the Phase II Environmental Site Assessment Report, dated February 2009, shall be considered to determine site-specific soil cleanup goals for arsenic
- c. Additional soil samples shall be collected after completion of debris removal at a density of approximately two (2) locations per acre. Soil samples collected from each location shall include one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (greater than two

feet minimum depth). Analytical parameters for all of the soil samples shall include asbestos, arsenic, lead, and PAHs.

- d. Soil quality results shall be compared to the residential exposure screening levels listed on the most current EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites, and to the Protection of Groundwater MCL based Soil Screening Level as found on that table.

C. CHESTER shall assess groundwater quality on the Property:

- a. Based on the results of the draft Phase II assessment, groundwater on the Property appears to be impacted with metals, volatile organic compounds and semi-volatile organic compounds. Concentrations of some parameters may be the result of sampling methods. Additional groundwater monitoring from a minimum of three permanent monitoring wells may be necessary to resolve this issue. If further review of the final Phase II Assessment Report cannot resolve this issue, permanent monitoring wells shall be installed at the following locations:
 - i. Immediately downgradient of the former machine shop and boiler room in the vicinity of Phase II Assessment soil boring locations SP-8 and SP-9.
 - ii. Southwest corner of the Property in the vicinity of former temporary well GW-3.
 - iii. Should additional potential sources of groundwater contamination be discovered during debris removal or further soil assessment activities, additional groundwater sampling locations may be required.
- b. Groundwater quality results shall be compared to standards set forth in the South Carolina State Primary Drinking Water Regulations, R.61-58 or if not specified in R.61-58, to the EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites Preliminary Remediation Goals for Tap Water.

- c. Based on the results of groundwater assessment, implementation of a Department-approved groundwater monitoring program may be required.
 - d. Upon confirmation from the Department that any monitoring wells installed are subsequently no longer needed, CHESTER shall abandon the monitoring well(s) in accordance with R.61-71 of the South Carolina Well Standards, dated April 26, 2002.
- D. CHESTER shall stop continuing releases and address contamination in a manner that is protective of human health and the environment, consistent with the intended future use of the Property:
- a. Based on the results of the assessment activities above, CHESTER shall take reasonable steps, approved by the Department, to address the presence of contamination:
 - i. In excess of appropriate human-health and ecological risk-based standards via all potential routes of exposure. CHESTER may elect to conduct a site specific risk assessment to determine alternate remedial goals, subject to the Department's approval;
 - ii. In excess of appropriate standards for contaminant migration to groundwater; or
 - iii. In the event that presumptive evidence of a Non-Aqueous Phase Liquid (NAPL) is found in the subsurface under the Property. For purposes of this clause, presumptive evidence of NAPL shall be defined as finding solvent concentrations at, or greater than, 1% of its solubility limit in any groundwater sample.
 - b. Any action to address a source of continuing release and other activities undertaken at the Property shall be consistent with all laws and permitting requirements of the Department, including, but not limited to, asbestos abatement, stormwater management, and waste disposal regulations. CHESTER shall identify and obtain the applicable permits before initiating any actions.

5. CHESTER shall prepare and submit under separate cover from each of the two Work Plans, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. CHESTER agrees that the Health and Safety plans are to be submitted to the Department for informational purposes only and the Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by CHESTER.
6. CHESTER shall inform the Department at least five (5) working days in advance of all field activities pursuant to this Contract and shall allow the Department and its authorized representatives, if so desired, to take duplicates of any samples collected by CHESTER pursuant to this Contract.
7. CHESTER shall preserve all drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site that may provide environmental information, evidence of a Potentially Responsible Party's involvement at the Site, or may lead to the discovery of other areas of contamination at the Site. Prior to destruction of any such items, CHESTER shall notify the Department of their location and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense.
8. Within 30 days of the execution date of this Contract and quarterly thereafter, CHESTER shall submit to the Department's project manager a written progress report that must include the following: (a) actions taken under this Contract during the previous reporting period; (b) actions scheduled to be taken in the next reporting period; (c) sampling test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or

not; and (d) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

9. All correspondence which may be required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (i) regular U.S. mail, (ii) certified or registered mail, postage prepaid, return receipt requested, (iii) or nationally recognized overnight delivery service company or by hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing. All correspondence, four (4) copies of all Work Plans and Reports, and one (1) copy of the Health and Safety Plan should be submitted to:

For the Department:

Angela Gorman

Bureau of Land and Waste Management

2600 Bull Street

Columbia, South Carolina 29201

For the City of Chester:

Mitch Foster, Mayor

City of Chester

100 West End Street

Chester, SC 29706

10. The Department and CHESTER recognize that public participation is an important component of the Voluntary Cleanup Contract. Specific functions of the Department and CHESTER are as follows:
 - a. The Department will seek public comment in accordance with S.C. Code Ann. § 44-56-750 (2002 and Supp. 2007), as amended on June 11, 2008, and as outlined below:

- i. Upon signature of this Contract by CHESTER, the Department will provide notice for public participation by placing announcements describing the proposed Contract in newspaper(s) of general circulation within the affected community. A thirty-day period following the publication date of the announcement(s) will be provided for public comment and will precede the Department's scheduled date for execution of the Contract.
 - ii. The Department may publicize the proposed Contract by any other means including, but not limited to, electronic mail, news releases, community flyers, and door-to-door canvassing. Such actions may be done solely at the Department's discretion.
 - iii. A public informational meeting will be held if requested by twelve residents of South Carolina or an organization representing twelve or more residents of South Carolina. At the Department's discretion, public informational meetings may be held in the nearby communities for any other reason prior to the Department executing the contract. A public meeting may be requested at any time during the thirty-day comment period. In the event that a public meeting is deemed necessary, the Department will provide approximately two weeks advance notice of the meeting to the public and will extend the public comment period at least through the end of the day following the public meeting. The Department will not execute the contract during any public comment period. In addition, the Department may, at its discretion, conduct public meetings to inform the community about the site at any time after the contract is executed until the certificate of completion is issued.
- b. CHESTER agrees to enhance the public knowledge of the site response activities by:
- i. Erecting a sign(s) at each entrance onto the Property from any public road, thoroughfare, navigable waterway, or other location routinely

accessible by the public. The sign(s) shall be erected not later than one day after publication of any public announcement about the site placed by the Department in any newspaper of general circulation in the community.

- ii. The sign will state "Voluntary Cleanup Project by CHESTER under Voluntary Cleanup Contract VCC 08-5649-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the NRP contract and contact information, including telephone number and address, for a representative of CHESTER. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432". All required lettering on the sign must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the site without intruding onto the Property.
- iii. Within 10 days after erecting the sign, CHESTER shall furnish to the Department photographs of the sign along with a site location drawing showing the sign location(s). Photograph(s) of the sign(s) shall be taken from no closer than the edge of the publicly-accessible road, waterway, etc. and should include an appropriately sized scale reference so that Department may determine the size of the sign and effectiveness of the lettering. CHESTER agrees to revise the sign if the Department determines the sign is not legible.
- iv. CHESTER must maintain the sign(s) in legible conditions and visible locations throughout the duration of the contract period until a certificate of completion is issued on the site.
- v. In the event that any sign must be removed to accommodate building or grading activities, CHESTER shall replace the sign within two days. If the sign cannot be restored to the original location, CHESTER may relocate it to another location meeting the conditions specified above.

- c. All costs incurred by the Department for public participation (e.g., public notice(s), building and equipment rental(s) for public meetings, etc.) will be paid by CHESTER.
- 11. The terms and conditions of this Contract apply to and shall inure to the benefit of the Department and the City of Chester Beneficiaries.
- 12. The Department shall be notified in writing upon transfer of ownership of the Property.
- 13. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than the City of Chester Beneficiaries.
- 14. Nothing in this Contract is intended to limit the right of the Department to undertake future response actions at the Site or to seek to compel parties other than City of Chester Beneficiaries to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.
- 15. The Department, its authorized officers, employees, representatives, and all other persons performing response actions will not be denied access to the Property during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). CHESTER and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee successor or other transferee of the Property.

16. CHESTER shall reimburse the Department for its public participation costs and for oversight costs of activities under this Contract as provided by SC statutes. Oversight costs will be invoiced to CHESTER on a quarterly basis and may include costs incurred by the Department prior to execution of this Contract. In recognition of CHESTER's non-profit status, the Department may waive reimbursement of oversight costs; however, the Department reserves the right to re-instate oversight billing upon notice to the CHESTER. All costs are payable within thirty days of receipt of the Department's invoice submitted to:

Mitch Foster, Mayor
City of Chester
100 West End Street
Chester, SC 29706

17. The City of Chester Beneficiaries are entitled to protection from contribution claims as provided by CERCLA § 113(f)(2), 42 U.S.C. §§ 9613(f)(2); S.C. Code Ann. § 44-56-200 (2002) and S.C. Code Ann. § 44-56-750 (2002 and Supp. 2007), as amended on June 11, 2008. A thirty (30) day comment period for contribution protection commences upon notice of this Contract to Responsible Parties at the Site as identified by the Department through a reasonable search effort.
18. The City of Chester Beneficiaries are entitled to protection from third-party claims for equitable relief or damages relating to "Existing Contamination" at the Site, as provided by S.C. Code Ann. § 44-56-750 (2002 and Supp. 2007), as amended on June 11, 2008. This limitation on liability does not apply to any contamination, releases, and consequences caused by the City of Chester Beneficiaries. Furthermore, this limitation of liability is effective on the date this contract is executed

by the Department, but will be automatically withdrawn if this contract is lawfully terminated by either party.

19. If, after the actions required under this Contract are completed, contamination in excess of residential standards (as defined by the EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites, dated July 7, 2008) remain at the Property, CHESTER or subsequent owners working under this Contract shall enter into and record a restrictive covenant. The executed restrictive covenant shall be incorporated into this contract as an Appendix and shall be subject to the following provisions:
 - A. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and an authorized representative of CHESTER or subsequent owners working under this Contract and witnessed, signed, and sealed by a notary public. The fully executed restrictive covenant shall be filed with the Register of Mesne Conveyance or Deeds in Chester County by CHESTER or subsequent owner executing the instrument, and a copy of the restrictive covenant shall be provided to the Department showing that the document has been filed and showing the book and page number where it has been recorded by the county.
 - B. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out that meet appropriate clean up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable.
 - C. The Department may require CHESTER or subsequent owners to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occur.
 - D. CHESTER or subsequent owners may commission a survey to delineate a new legal parcel that is subject to the restrictive covenant.
 - E. CHESTER or the single individual or entity responsible for coordinated

compliance monitoring shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the affected Property. The report may be submitted in a manner prescribed by the Department

20. Two (2) years after the execution date of this Contract, CHESTER or subsequent owner of the Property shall provide the Department with the following information concerning the new operation at the Property: the number of jobs created; the amount of increase to the tax base; the amount of soil removed or remediated, if necessary; cost of all environmental work; and any other information that demonstrates that the activities performed pursuant to this Contract have been beneficial to the State, the community, and the Department.
21. Upon successful completion of the terms of this Contract as referenced in Paragraphs 4, 5 and 18 above, the City of Chester shall submit to the Department a written notice of completion. As part of this notice, CHESTER shall report the costs of all environmental work and the total amount invested in the site for Property acquisition and capital improvements. Once the Department determines satisfactory completion of the Contract terms, the Department, as provided by CERCLA § 113(f)(2), 42 U.S.C. §§ 9613(f)(2); S.C. Code Ann. § 44-56-200 (2002) and S.C. Code Ann. § 44-56-750 (2002 and Supp. 2007) as amended on June 11, 2008, will give CHESTER a Certificate of Completion that provides a covenant not to sue the City of Chester Beneficiaries, for Existing Contamination. Should contamination not previously identified as "Existing Contamination", or at levels not previously identified, be discovered at the Site, or upon unforeseen releases or consequences, the burden is on the City of Chester Beneficiaries to demonstrate to the Department's satisfaction that the contamination, release, and/or other consequences, were not caused by the City of Chester Beneficiaries. In

consideration of the protections from the Department, the City of Chester Beneficiaries agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

22. CHESTER specifically denies any responsibility for response costs or damages resulting from Existing Contamination and does not, by signing this Contract, waive any rights that it may have to assert any claims in law or equity against any other person, company, or entity with respect to the Site. However, the City of Chester Beneficiaries are responsible and liable for any and all contamination, releases, and consequences they cause or contribute to the Site. Should environmental contamination not previously identified as "Existing Contamination", or at levels not previously identified, be discovered at the Site, or upon unforeseen releases or consequences, the burden is on the City of Chester Beneficiaries to demonstrate to the Department's satisfaction that the contamination, release, and/or other consequences, were not caused by the City of Chester Beneficiaries.
23. CHESTER or subsequent owners of the Property and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should CHESTER or subsequent owners of the Property elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard created by CHESTER shall be stabilized and/or mitigated such that the Property does not pose a hazard to human health or the environment that did not exist prior to any initial response action addressing contamination identified in this Contract. Termination of this Contract by CHESTER, Owner or the Department

does not end the obligations of CHESTER or Owner to pay oversight costs already incurred by the Department and payment for such costs shall become immediately due.

24. The Department may terminate this Contract only for cause, which may include but is not limited to the following: Events or circumstances at the Property that are inconsistent with the terms and conditions of this Contract;
- A. Events or circumstances at the Property that are inconsistent with the terms and conditions of this Contract;
 - B. Failure to complete the terms of this Contract or the Work Plan;
 - C. Failure to submit timely payment for oversight costs as defined in Paragraph 16 above;
 - D. Additional contamination or releases or consequences caused by the City of Chester Beneficiaries;
 - E. Providing the Department with false or incomplete information or knowing failure to disclose material information;
 - F. Change in the City of Chester Beneficiaries business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract.
 - G. Failure by the City of Chester Beneficiaries to obtain the applicable permits from the Department for any response actions or other activities undertaken at the Property.
25. Upon termination of the Contract, the covenant not to sue, contribution protection, and liability protection will be null and void. However, if any City of Chester Beneficiary provides false or incomplete information or if its business activities change such that they are inconsistent with the terms and conditions of this Contract, then the covenant not to sue, contribution protection, and liability protection shall become null and void only as to the City of Chester Beneficiaries involved in the

action giving rise to the termination without affecting the protections provided by this Contract to the previous Non-Responsible Parties and other City of Chester Beneficiaries.

26. The signatories below hereby represent that they are authorized to and do enter into this contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND
ENVIRONMENTAL CONTROL**

BY: _____
Daphne G. Neel, Chief
Bureau of Land and Waste Management

DATE: _____

Approved by Office of General Counsel

DATE: _____

CITY OF CHESTER

BY: Mitchell B. Foster DATE: 3-10-09

Mitchell B. Foster, Mayor
Printed Name and Title

APPENDIX A

50722

(5649)



100 West End Street, Chester, South Carolina 29706
Telephone (803) 581-2123 • Fax (803) 377-1116

October 9, 2008

RECEIVED

OCT 18 2008

Robert Hodges, Section Manager
Brownfields Voluntary Cleanup Program
South Carolina Department of Health and Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

HYDROGEOLOGY

Re: City of Chester – Springsteen Mill Site
Voluntary Cleanup Contract
Information & Certification

Dear Mr. Hodges:

On behalf of the City of Chester, the enclosed package contains our request for a Voluntary Cleanup Contract (VCC), as a Non-Responsible Party, with the South Carolina Department of Health and Environmental Control (DHEC). The subject property is one parcel of approximately 10 acres identified as Chester County Tax Map Number 201-04-15-014, and commonly referred to as the Springsteen Mill site.

The current property owner, Billy J. Harris, is delinquent on the real estate taxes and the parcel is set to revert to the Chester County Forfeited Land Commission on November 6, 2008. The City of Chester wishes to take title to the property with VCC protection at that time.

We are working with Chester County and Catawba Regional Council of Governments in this endeavor and welcome your support. Please feel free to contact me or Robert Moody (803.327.9041) if you have questions or need additional information.

Sincerely,

Mitch Foster,
Mayor

cc: Carlisle Roddey, Chester County
Robert Moody, Catawba Regional COG

Enclosures

City of Chester ▪ Springsteen Mill Site

236 Gadsden Street ▪ Chester, SC 29706

Information & Certification Non-Responsible Party Voluntary Cleanup Contract

- 1. A statement certifying what benefit(s) that the purchase and response action will give to the State, the community, and/or the Department. Demonstrate the manner in which the actions of the party will provide the following:**

- a. Substantially reduce the risk posed by the Site.**

The City of Chester designated the Springsteen Mill Site a slum and blighted area in August 2008. The removal of dilapidated buildings, salvage debris and RECs on the Site will substantially reduce the public health and safety risks that presently exist, as outlined in the Phase I Environmental Site Assessment (ESA) prepared in April 2008. [Attachment A]

- b. Compensate the Department for past remediation/removal activity costs.**

To date, the SC Department of Health and Environmental Control has not expended any funds for past remediation or removal activities; therefore, no remuneration will be offered by the City of Chester.

- c. Conduct or pay for necessary future remediation/removal activities.**

The City of Chester has filed an application with the SC Department of Commerce for \$500,000 in Community Development Block Grant funds to remove the above grade debris and buildings. Based on findings from the Phase II ESA currently being conducted, the City of Chester will pursue EPA Brownfields assistance through a grant and/or loan for environmental remediation at the Site.

- d. Create or retain jobs.**

Zero employment results from the current use with no potential prospects. Redevelopment will only increase the likelihood of future jobs at the Site.

- e. Create conservation or recreation areas.**

Redevelopment plans include a park and ball field at the Site, as indicated in the Chester Community Planning Charrette Report prepared in July 2006. [Attachment B]

- f. Provide community services (improved public transportation, infrastructure, etc.).**

Redevelopment plans include a park and ball field at the Site, as indicated in the Chester Community Planning Charrette Report prepared in July 2006. [Attachment B]

g. Other applicable benefits

The Site is an obstacle to Economic Competitiveness for the City of Chester and Chester County. The Site's location (at a key gateway to downtown Chester) and present condition (blighted) has had a detrimental effect on business prospects interested in economic development in the community. Clearance and remediation of the Site will demonstrate the City's commitment to its historic downtown core and to its future economic opportunities. [Attachment C]

- 2. A statement certifying that the party is not a responsible party [as defined under CERCLA § 107(a) and S.C. Code Ann. § 44-56-720(8)] at the Site, nor is it a parent, successor or subsidiary of a responsible party at the Site. Also state whether there is a viable responsible party who can perform the necessary response actions at the Site. Please provide a listing of the previous owners and operators of the property. This listing should include addresses and contact persons if available.**

The City of Chester is not a responsible party [as defined under CERCLA § 107(a) and SC Code Ann. § 44-56-720(8)] at the Site. The City will pursue acquisition of the Site, only under protection of a Non-responsible Party Voluntary Cleanup Contract. The present owner and known previous owners are listed as Attachment D.

- 3. A statement certifying that continued operation of the facility or new property development, with exercise of due care, will not aggravate or contribute to the existing contamination or interfere with any future response action, nor will it pose health risks to either the community or those persons likely to be present at or near the Site.**

New development on the Site will not aggravate or contribute to the existing contamination or interfere with any future response action, nor will it pose health risks to either the community or those persons likely to be present at or near the Site.

- 4. A statement that ensures the financial viability of the party to meet the obligations in the Contract. This financial viability may be demonstrated by a letter from the NRP's financial institution stating that the NRP is financially able to pay for its obligations.**

The City of Chester is a municipal government chartered by the State of South Carolina. Financial obligations resulting from a VCC at the Site will be honored under the authority granted by SC Law.

- 5. A statement describing the redevelopment plans and intended future use of the property, especially those that could contribute to the release of any contaminant(s).**

Redevelopment plans include a park and ball field at the Site, as indicated in the Chester Community Planning Charrette Report prepared in July 2006. Removal and remediation activities will be conducted in concert with the proposed redevelopment plan to minimize and/or eliminate future land disturbance activities that could contribute to the release of any contaminant(s). [Attachment C]

- 6. A statement describing the environmental response actions (proposed Scope of Work) based on review of all environmental data pertaining to the property. Copies of all available environmental**

data pertaining to the property, excluding information contained in the Department's files, shall be provided.

The Phase I ESA prepared in April 2008 by Katawba Environmental, Inc. identified RECs on the site. A Phase II ESA is currently underway that will provide more detailed information. [Attachment E]

7. A legal description of the property.

The approximately 10 acre tract is located at 236 Gadsden Street, Chester, SC 29706 and further identified as Tax Map #201-04-15-014. [Attachment F]

8. The name, address and telephone number of the party and its contact person for matters related to this property.

Local Government Contact

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